

REQUEST FOR QUALIFICATIONS
FOR TECHNICAL ASSISTANCE IN DETERMINING
OPTIONS FOR ENERGY EFFICIENCY IN
EXISTING BUILDINGS



RFQ # 400-03-403

www.energy.ca.gov/contracts

State of California
California Energy Commission

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REQUEST FOR QUALIFICATIONS

Section 1 - Introduction

Background Summary

Assembly Bill 549 (Statutes of 2001, Chapter 905, Longville) directs the California Energy Commission to "investigate options and develop a plan to decrease wasteful peakload energy consumption in existing residential and nonresidential buildings" and report its findings to the legislature. For the purposes of this project, options capable of reducing peak energy consumption include those that increase the efficiency of equipment that uses electricity during peak periods or that shift or shave peak demand. Options that reduce natural gas end-use consumption are included because they can help stabilize gas supplies and reduce price spikes in both electricity and gas markets since a large and growing portion of California's electricity generation is fueled by natural gas. The Energy Commission's initial response to this legislation was the report, Assessing the Energy Savings Potential in California's Existing Buildings: An Interim Report to the Legislature in Response to AB 549 (December, 2003 Energy Commission Report #400-03-023F) which was sent to the legislature in late December, 2003. The work to be performed under this Request for Qualifications (RFQ) will be based in part upon the initial work completed for that report. For additional information, please review "What Reference Documents Should I Review" later in this Section of the RFQ. Project reports, an annotated bibliography of relevant sources, transcripts of the workshops and additional information about the AB 549 Project are available at [www.energy.ca.gov/ab549].

A wide variety of ongoing programs are aimed at reducing energy consumption in existing buildings as well as in new construction and industrial processes. These include the Public Goods Charge Energy Efficiency Program, Building Energy Efficiency Standards for new construction, and Appliance Energy Efficiency Standards. Each of these efforts has a process in place for regularly updating and improving their programs. The study resulting from this RFQ will not attempt to duplicate these efforts, but instead will focus on new opportunities for reducing energy consumption that contributes to peak demand in California. Some of these opportunities are likely to be beyond the scope and authority of current programs and standards and will require new authority or resources from the state legislature.

For the study outlined in this RFQ, a Project Advisory Committee has been formed comprised of members of the California Measurement Advisory Council (CALMAC), which includes representatives from the investor owned utilities, the California Public Utilities Commission (CPUC) and the California Energy Commission (Energy Commission). The Project Advisory Committee may provide guidance to the Contractor and may be involved in the review and approval of deliverables during the course of the contract. Additionally, to aid in the discussion of the wide variety of issues involved, the Energy Commission will convene stakeholder working groups to identify opportunities and strategies for key areas such as encouraging use of advanced controls and energy ratings. These working groups will meet periodically to provide input on specific topics and proposals.

What is the Purpose of this RFQ?

The purpose of this Request for Qualifications (RFQ) is to solicit and select a Prime Contractor to undertake the described Scope of Work. The Prime Contractor will perform a thorough review of existing studies and programs to develop a list of potential strategies for reducing energy consumption in existing buildings. The Contractor will develop a study plan that identifies critical

Section I - Introduction

gaps in knowledge, including behavioral issues that currently limit the rate that energy efficiency improvements are being made. The Contractor will conduct research according to the approved study plan, which will include a cost-effectiveness analysis of various alternatives and potential statewide energy savings. The Contractor will develop final recommendations that integrate the most promising mandatory and voluntary strategies for reducing energy consumption in existing buildings and identify any changes in state policy and law necessary to support and enable these strategies. The Contractor will work with the Project Advisory Committee as well as with working groups formed to provide study input in various areas.

The Prime Contractor's team must include an architect or a Professional Engineer with experience in performing energy analysis and feasibility studies of energy efficiency projects. Team members must be knowledgeable of the wide range of energy efficiency and peak demand reduction retrofit projects that are appropriate for existing residential and non-residential buildings. The team must include members with experience in conducting market assessments and program evaluations as well as members experienced in behavioral research. The team must also include members with experience in regulatory analysis and knowledge of building and appliance energy efficiency standards. At least one team member must have expertise in using computer simulations. The Commission will accept bids from a single Contractor or a team comprised of a prime contractor and one or more sub-contractors. In either case, the Prime Contractor and team must collectively have experience in performing all of the tasks identified in the Scope of Work.

How is this RFQ Organized?

This Request for Qualifications is organized into the following sections:

- | | |
|-------------|--|
| Section I | -provides a summary and administrative overview of the RFQ requirements. |
| Section II | -provides administrative detail including legal requirements of the RFQ. |
| Section III | -explains in detail the format, documents and technical expertise needed to submit a successful Statement of Qualifications (SOQ). |
| Section IV | -explains the work to be accomplished. |
| Section V | -hypothetical question for the bidder's response. |
| Section VI | -explains the evaluation process. |
| Section VII | -outlines the evaluation criteria |

How Much Funding is Available?

There is a maximum of up to \$380,000 available for the contract resulting from this RFQ. Of that amount, \$300,000 is from the energy efficiency public goods charge fund and is dependent upon approval by the CPUC, which is expected to occur in April, 2004 at the earliest. The remaining \$80,000 is subject to future funding approval.

Section I - Introduction

How Do I Respond To This RFQ?

Responses to this solicitation must be in the form of an SOQ according to the format described in Section III. The SOQ shall document the Bidder's qualifications to perform the tasks described in the Scope of Work found in Section IV.

Is Work Guaranteed?

No. The Energy Commission does not guarantee any minimum amount of work under this RFQ. The Prime Contractor will be assigned work via specific Work Authorizations. The Energy Commission makes no guarantee that any or all of the funds will be assigned in any given year or that the selected Prime Contractor or any team member will be assigned work.

Whom Do I Contact?

This RFQ is available through the Commission's Web Site at www.energy.ca.gov/contracts. Questions or clarifications about this RFQ should be directed to:

PEG A. PIGEON-BERGMANN, Contract Officer
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814
Telephone: (916) 654-7093
FAX: (916) 654-4423
e-mail: ppigeon@energy.state.ca.us

Verbal Communication

Any verbal communication with an Energy Commission employee concerning this RFQ is not binding on the State and shall in no way alter a specification, term, or condition of the RFQ. Therefore, all communication should be directed to the Commission's Contract Officer assigned to the RFQ.

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What Are The Key Activities and Dates?

Tentative key activities and dates for this RFQ are presented below:

ACTIVITY	ACTION DATE
RFQ Release	March 29, 2004
Deadline for Written Questions	April 14, 2004
Pre-bid Conference (Sacramento)	April 14, 2004
Distribute Questions/Answers and Addenda (if any) to RFQ	April 21, 2004
Deadline to Submit SOQ	May 6, 2004
Oral Interviews	May 25, 2004
Notice of Selection	June 1, 2004
Cost Negotiations	June 2-9, 2004
Notice of Proposed Award	June 10, 2004
Commission Business Meeting	July 14, 2004
Contract Start Date	August, 2004
Contract End Date	December 31, 2005

How Can I Obtain Further Information?

One Pre-Bid Conference will be held to answer questions. Please refer to the Commission's Web Site at www.energy.ca.gov/contracts to confirm date, time, and location or call (916) 654-4392. Prospective Bidders are encouraged to attend the meeting currently scheduled for **April 14, 2004**.

PRE-BID CONFERENCE

April 14, 2004, 10:00 a.m. to 12:00 Noon
California Energy Commission, Hearing Room A
1516 Ninth Street, Sacramento, CA 95814

At the option of the Commission, questions posed during the Pre-Bid Conference may be answered either orally or in writing.

What Are My Responsibilities For Submitting A Statement of Qualifications?

Bidders must take the responsibility to:

- Carefully read this entire RFQ.
- Ask the appropriate questions in a timely manner.
- Submit all required responses in a complete manner by the required date and time.
- Make sure that all procedures and requirements of the RFQ are followed and appropriately addressed.
- Carefully reread the entire RFQ before submitting an SOQ.

Section I - Introduction

What Reference Documents Should I Review?

Bidders responding to this RFQ may want to familiarize themselves with the following documents. Project reports, an annotated bibliography of relevant sources, transcripts of the workshops and additional information about the AB 549 Project are available at www.energy.ca.gov/ab549.

- *Assessing the Energy Savings Potential in California's Existing Buildings: An Interim Report to the Legislature in Response to AB 549* (December, 2003 CEC Commission Report #400-03-023F)
- *Events and Measures An AB 549 Project Interim Report* (October 3, 2003 HMG Project # 0304)
- *Markets and Potential An AB 549 Project Interim Report* (October 9, 2003 HMG Project # 0304)
- *Energy Savings Opportunities for Existing Buildings An AB 549 Final Project Report* (March 1, 2004 HMG Project # 0304) **NOTE - At the time of this writing, this report is not yet available, but it is expected to be available in April, 2004.**

With the exception noted previously, all above reference documents are on display and available for review in the Energy Commission's Library (Monday–Thursday from 9:00 a.m. to 12 p.m. and 1:00 to 4:00 p.m. and Friday, 9:00 a.m. to 12:00 p.m.) located at:

**California Energy Commission
1516 Ninth Street, MS-10
Sacramento, CA 95814
(916) 654-4292**

Copies of all above reference publications (except as noted above) may also be obtained from:

**California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814
(916) 654-4392**

Section II - Administrative Information

About This Section

This section provides Bidders details in submitting a successful SOQ, including definitions of important terms, sources of information, submitting the SOQ, confidential information, grounds for rejecting an SOQ, and other administrative details.

What Is An RFQ?

The competitive method used for this procurement of services is an RFQ. An SOQ submitted in response will be scored and ranked based on the criteria in Section VII, Evaluation Criteria. Every SOQ must establish in writing the Bidder's ability to perform the RFQ tasks stated in Section IV, Scope of Work. The Energy Commission will conduct mandatory interviews and select the best qualified Bidder. The Energy Commission will negotiate a contract with the selected Bidder for compensation which the Energy Commission determines to be fair and reasonable.

Commission Issued RFQ

The Energy Commission has issued this RFQ on behalf of the State of California. The Energy Commission is the sole point of contact for this RFQ. The Contact Person for questions is:

PEG A. PIGEON-BERGMANN, Contract Officer

Telephone: (916) 654-7093

FAX: (916) 654-4423

E-Mail: ppigeon@energy.state.ca.us

How Are Key Words Defined?

Important definitions for this RFQ are presented below.

WORD/TERM	DEFINITIONS
Bidder	Respondent to this RFQ
Commission	California Energy Commission
Contract	The agreement signed by all parties and approved by Department of General Services. A contract is defined in the Public Contracts Code as an agreement or joint development agreement to provide labor, services, material, supplies, or equipment in the performance of a contract awarded for or on behalf of the State of California.
Contract Budget	The proposed Commission-reimbursable expenditures for that portion of the project covered by the contract period.
Contract Term	The time duration of the contract between the Commission and the Prime Contractor. All Commission reimbursed activities must occur during the contract term.
DGS	Department of General Services
Prime Contractor	Bidder who enters into a contract with the Commission.

Section II – Administrative Information

RFQ	Request for Qualifications – this entire document.
SOQ	Statement of Qualifications. Formal written response to the Request for Qualifications.
Subcontractor	Company who contracts with the Bidder submitting an SOQ to provide primary or support tasks.

What Is The Deadline For Questions about the RFQ?

Potential Bidders may ask questions about the requirements of this RFQ. Bidders must prepare their questions in writing and send, FAX, or e-mail them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFQ. **The deadline for written questions is 5:00 P.M. on April 14, 2004.**

What Is The Deadline For Submitting an SOQ?

All copies of your SOQ must be delivered to the Commission Contract Office by **5:00 P.M., Thursday, May 6, 2004.**

NOTE: The Commission will **not** accept SOQ's delivered after **5:00 P.M.** There are **no** exceptions.

How Do I Deliver My SOQ?

A Bidder may deliver an SOQ by:

- U.S. Mail,
- in person, or
- messenger service.

All SOQ's must be **delivered** to the Commission's Contract Office by **5:00 P.M. on May 6, 2004.** If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 P.M. on May 6, 2004, must be made during normal business hours of 8:00 A.M.- 5:00 P.M., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

Where Do I Deliver My SOQ?

California Energy Commission
Contracts Office, MS-18
1516 Ninth Street
Sacramento, CA 95814

How Many Copies Do I Submit?

Each Bidder must mail or deliver an original SOQ and eight (8) copies. The Bidder must submit the original and copies in a sealed envelope labeled "Statement of Qualifications for Technical Assistance in Determining Options for Energy Efficiency in Existing Buildings: RFQ # 400-03-403." Note: The quantity of Examples of Prior Work (See Section III) is three copies of each item submitted.

Are There Important Administrative Details I Should Know?

Americans with Disabilities Act

The successful Bidder, by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Bidder's Admonishment

This RFQ contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the Statement of Qualifications information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities.

Bidder's Cost

The Bidder is responsible for the cost of developing an SOQ and this cost cannot be charged to the State.

Confidential Information

No confidential information is allowed to be submitted in your SOQ. Any SOQ that contains confidential information will be rejected.

Disabled Veteran Enterprises

This contract is subject to a participation goal of three percent (3%) certified California Disabled Veteran Business Enterprises (DVBE) as set forth in Public Contract Code Sections 10115, et seq. See Attachment 2.

What is the Requirement for "Commercially Useful Function" for DVBE?

A certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

A DVBE is deemed to perform a commercially useful function if it does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

NOTE: The Contracts Office will evaluate each SOQ for compliance with the Commercially Useful Function Requirements.

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Drug-Free Workplace

The successful Bidder, by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

Nondiscrimination Certification

Nondiscrimination Certification – Any bid, proposal, or offer for a contract which is submitted by a Prime Contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

Recycle Paper and Products

The successful Bidder shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Public Contract Code sections 12161 and 12200. The successful Bidder may certify that the product contains zero recycled content. (PCC § 10308.5).

Small Business Preference

No Small Business Preference is given in the RFQ selection process.

Statement of Compliance

All employers who are or wish to become, contractors with the State must develop and implement a nondiscrimination program as defined in Title 2, CCR Section 8104; unless specifically exempted pursuant to Title 2, CCR Section 8115, which includes contracts under \$5,000 and contracts with licensed rehabilitation workshops. See Government Code Section 12900 et seq, and Title 2, CCR Section 8103.

Can The Commission Cancel This RFQ?

Yes, if it is in the State's best interest, the Energy Commission reserves the right to do any of the following:

- Cancel this RFQ,
- Amend this RFQ as needed, or
- Reject any or all SOQs received in response to this RFQ

Can The Commission Amend This RFQ?

Yes. If the RFQ is amended, the Commission will mail a formal written addendum to all parties who requested the RFQ and also post it on the Commission's Web Site:

www.energy.ca.gov/contracts and the Department of General Services' Web Site:

www.dgs.ca.gov/cscr.

What If I Decide to Modify Or Withdraw My SOQ?

Withdrawal/Modification

A Bidder may, by letter to the Contract Officer, withdraw or modify a submitted proposal before 5:00 P.M. on May 6, 2004. SOQs cannot be changed after that date and time.

Immaterial Defect

The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

What Information Is Required for Subcontractors?

If an SOQ includes subcontractors, the Bidder must identify subcontractor(s) in the SOQ. The Bidder must provide a summary of each subcontractor's qualifications, experience and duties that would be performed under the Scope of Work found in Section IV.

If new subcontractors are hired or added after the contract is signed, the Prime Contractor shall submit proposed subcontractor contracts to the Energy Commission for review and approval. At the same time, the Prime Contractor shall provide the Energy Commission with updated Disabled Veteran Owned Business Enterprise forms. The Prime Contractor is responsible for the quality of all subcontractor work, and the Energy Commission will assign all work to the Prime Contractor.

On What Grounds Would My SOQ Be Rejected?

An SOQ shall be rejected if:

- It is received after the exact time and date set for receipt of SOQs.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clause(s), Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- If the SOQ is intended to erroneously and fallaciously mislead the State in its evaluation of the SOQ and the attribute, condition, or capability is a requirement of this RFQ.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411, or any other conflict of interest law or eligibility conflict of interest rules in this RFQ.
- It contains confidential information.
- It includes price quotes or bids.

An SOQ may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned
- It does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is not material, or it is otherwise nonresponsive.

Are There Important Selection Process Steps?

Interviews

Interviews will be conducted for this RFQ during the Evaluation Process. Bidders should anticipate travel to the Energy Commission Headquarters on the interview date which is tentatively set for **May 25, 2004**.

Notice of Selection

Subsequent to the SOQ evaluations a "Notice of Selection" will be sent to all bidders. The date to send the Notice of Selection is tentatively set for June 1, 2004.

Negotiations

Pursuant to Title 20, CCR, Section 2565 and Public Contract Code (PCC) 6106, within 14 days after posting the Notice of Selection, the Commission will begin negotiations with the top ranked Bidder for an acceptable fee (hourly rates). The top ranked Bidder will be required to submit a list

Section II – Administrative Information

of rates after written notification of selection. If negotiations with the top ranked Bidder fails, the Energy Commission will enter into negotiations with the next highest Bidder, and so on.

How Do I Know If I've Been Awarded A Contract?

Notice of Proposed Award

On June 10, 2004, a "Notice of Proposed Award" is tentatively scheduled to be mailed to the successful Bidder. It will also be posted on the Commission's web site.

What Happens To My Documents?

On the submission date, all SOQs and related material submitted in response to this RFQ become the property of the State. After the Notice of Proposed Award is posted, all SOQs and related materials become public records. In addition, all evaluation and scoring sheets become public records after the Notice of Proposed Award is posted.

What Are The Contract Requirements?

Term of the Contract

The contract will be effective up to eighteen months beginning from the execution of the contract.

RFQ in Final Contract

The content of this RFQ will be incorporated by reference into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFQ by providing a 30-day notice to the successful Bidder.

Contract Amendment

The contract executed as a result of this RFQ will be able to be awarded by mutual consent of the State and Prime Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract, has been approved at a Commission Business Meeting, signed by the Contractor, and if over \$75,000, approved by the Department of General Services, Legal Services.

Audit

The Bureau of State Audits may audit a contract awarded under this RFQ for a period of three years after the final payment or termination of the contract.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who have obtained an RFQ, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

Section III – Statement of Qualifications Format and Required Documents

About This Section

This section provides Bidders with information about how to prepare an SOQ in response to this RFQ. Bidders must follow all SOQ format instructions, answer all questions, and supply all requested data.

The Commission may reject any SOQ that fails to comply with the items presented in this section.

Pricing/Rates Information

Do not submit any price quotes or bids in your SOQ, since this will be negotiated with the top rated Bidder.

Bidder's Responsibility

It is the Bidder's responsibility to review Grounds for Rejection, Section II.

What Is The Required Format?

The following topics constitute the **mandatory order of presentation for an SOQ**. Provide one original and eight (8) copies. Two-sided copying is preferred:

VOLUME 1, Administrative Response

1. Cover Letter
2. Table of Contents
3. Required Documents and Statements
 - Contractor Status Form - Attachment 1
 - Completed Disabled Veteran Business Enterprise Forms - Attachment 2
 - Signed Certification Clauses - Attachment 3

VOLUME 2, Technical Response

1. Qualifications Summary
2. Approach to Tasks in Scope of Work - Attachment 5
3. Prime Contractor Qualifications
4. Project Team Organization Structure
5. Project Team Relevant Experience and Qualifications
6. Customer References - Attachment 4
7. Examples of Prior Work
8. Response to Hypothetical Question(s), Section V.

Section III – Statement of Qualifications Format and Required Documents

VOLUME 1, ADMINISTRATIVE RESPONSE FORMAT

Cover Letter

Each Bidder shall submit a cover letter on company letterhead. The cover letter must be signed by a person having the authority to commit the Bidder to contract. The letter must include:

1. A reference to: "REQUEST FOR QUALIFICATIONS, No. 400-03-403".
2. Summary of the Bidder's ability to perform the services described in the Scope of Work.
3. Statement that the Bidder is willing to perform those services and enter into a contract with the State.

Table of Contents

Each SOQ must include a Table of Contents, organized in the order cited above and with corresponding page numbers.

Required Documents and Statements

Every Bidder must complete and include the following forms with their SOQ:

1. Contractor Status Form, Attachment 1

Disabled Veteran Business Enterprise (DVBE) forms in Attachment 2 (Bidders who qualify as government entities are exempt from this requirement).

A short explanation of the DVBE Process – If you are a non-governmental entity, you must have either three percent DBVE participation *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided in Attachment 2. To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the Bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

2. Certification Clauses, Attachment 3.

Section III – Statement of Qualifications Format and Required Documents

VOLUME 2, TECHNICAL RESPONSE FORMAT

Qualifications Summary

Summarize the Prime Contractor's overall approach in completing the tasks outlined in the Scope of Work in Section IV, highlighting any outstanding features and qualifications.

Approach To Tasks In Scope of Work

Describe the Bidder's and team members' approach to providing services listed in the Scope of Work in Section IV, highlighting outstanding features, qualifications, and experience, including project management.

Prime Contractor's Qualifications

Contract Management and Administrative Qualifications

Describe the Bidder's approach to contract management and administration of this contract. Identify the Contract Management's team members.

Analytical Tools

Describe what type of specialized software and/or analytical tools will be used to accomplish the tasks listed in the Scope of Work. Discuss the availability of these tools for use by the Prime Contractor and subcontractors on the team.

Bidders must list all currently owned/licensed computer software programs by name and edition that may be used to accomplish the tasks listed in the Scope of Work. Bidders must provide deliverables in formats compatible with Microsoft Office 2000, which is used at the Energy Commission. List the building simulation programs that you currently own that may be used to accomplish the tasks listed in the Scope of Work. Describe your firm's and your team members experience with these simulation programs.

Cost Minimization

Without revealing hourly rates or cost, describe the efforts that the Prime Contractor will take to minimize costs to the Energy Commission in the successful performance of this contract. For example:

In-State Travel Costs

What policy will the Prime Contractor adopt as related to team member time charges when the team member is traveling and/or not working actively on the contract?

Out of State Travel Costs

It is the Energy Commission's intent to reimburse contractors for airfare within California. If the Prime Contractor and/or team members are located out of state, will the Prime Contractor establish an office in California and/or initiate all travel and related time charges from this California office, and not the out of state office? The Energy Commission is interested in reimbursing the Prime Contractor for active time spent working on this contract, not travel.

Section III – Statement of Qualifications Format and Required Documents

Project Team Organization Structure

1. Describe the organizational structure of the Bidder, including providing an organizational chart of the entire contract team
2. Advise the location of the Bidder's and Subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to the State.
3. Provide a short description of each firm and key members on the team. Describe the relationship between the Prime Contractor and subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant success stories
4. Describe professional awards.
5. Describe the organization, composition, and functions to be performed by staff members of the Bidder and any subcontractors and how the staff pertains to this contract.
6. Identify a primary contact person. This person should attend the oral interview session. At least one person from each technical area should also attend the interview.
7. Describe any technical capabilities that would facilitate communicating with the Energy Commission (e.g., internet capability and electronic reports).

Project Team Relevant Experience and Qualifications

1. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe the nature and scope of recently completed work as it relates to the Scope of Work in Section IV.
2. Identify and list all Bidder staff and subcontractors (all team members) who will be committed to the tasks and describe their roles.
3. Describe job classification, relevant experience, education, academic degrees and professional licenses of these technical staff team members.
4. Provide a current resume for all team members listed and identify the percentage of time each team member will be available throughout the contract.
5. Identify the percentage of time each team member will be available throughout the contract.
6. Describe their familiarity with the administration, management, and technical expertise in performing pertinent tasks identified in the Scope of Work.

Customer References

Each Bidder shall complete a Customer Reference Form, Attachment 4. Three customer references are required for the Bidder and three customer references are required for each subcontractor. References should be relevant to this RFQ and the Scope of Work task areas.

Section III – Statement of Qualifications Format and Required Documents

Examples of Prior Work

Each Bidder shall provide a minimum of one example of a work product for each of the following tasks (it is not necessary to provide eight copies of each work product, only three copies of each example are required). Examples should be relevant to this RFQ.

- _ Task 1: Review of existing literature. Sample work products should summarize key conclusions from topic-relevant resources. Work samples may include literature survey reports and annotated bibliographies.
- _ Task 2: Development of Study Plan and preliminary intervention list. Relevant work samples should summarize key gaps in knowledge about the topic area, outline recommendations for future research including proposed research methods and survey techniques, prioritize research elements, and provide a schedule for conducting the proposed research.
- _ Task 3: Implementation of Study Plan and development of final intervention list. Sample work products should include an analysis of energy efficiency potential in one or more market sectors and social science research concerning human motivational factors that influence adoption of a public good such as energy efficiency, water conservation, recycling, or improved public health practices.
- _ Task 4: Support and participation in public workshops and stakeholder groups. Examples should demonstrate the Bidder's ability to summarize key points raised in group discussions and identify areas of disagreement and possible solutions.

If more than one firm will be providing technical support in a task area, each firm shall submit one example product for the task. Bidders should provide work examples that demonstrate experience in projects related to potential work assignments described in this RFQ.

Response to Hypothetical Question

Each Bidder shall provide a full response to the Hypothetical Question in Section V, based on the scenario proposed in the Hypothetical Instructions.

Section IV - Scope of Work

About This Section

In this section, the Energy Commission describes the tasks the Prime Contractor (referred to as "Contractor" in the Scope of Work) will be asked to perform under the direction of the Commission Contract Manager. This section also describes the work assignment process, deliverables and due dates.

Primary Tasks

The work expected under this contract is divided into six main tasks:

Tasks	Description of Task
1	Review and summarize relevant program results and research
2	Identify a preliminary list of interventions and develop a study plan
3	Implement study plan and develop final list of interventions
4	Participate in public hearings, workshops, and working groups
5	Progress reports
6	Final report

Work for Tasks 1-4 will be assigned via individual detailed work authorizations during the course of the contract. The structure and content of later tasks will depend on the results of earlier tasks.

NOTE: Some Tasks include review by a Project Advisory Committee comprised of members of the California Measurement Advisory Council (CALMAC) including representatives from the investor owned utilities, the California Public Utilities Commission and the Energy Commission. Review may also include approval by the Project Advisory Committee in addition to approval by the Commission Contract Manager. Work Authorizations issued by the Energy Commission will detail the specific involvement of the Project Advisory Committee.

Task 1 – Review and Summarize Relevant Program Results and Research

The Contractor shall examine existing and recent energy efficiency programs in California and other states that target the trigger events identified in the report *Energy Savings Opportunities for Existing Buildings, an AB 549 Final Project Report March 1, 2004* for certain building types to identify key lessons learned, program barriers, program gaps, and promising program strategies. Building types examined may include:

- Single family homes
- Multi-family buildings
- Small and large commercial office
- Small and large retail
- Quick-serve and Non-quick serve restaurants
- Hotels and motels
- Schools and colleges
- Hospitals
- Food stores

Section IV – Scope of Work

These building types may be grouped for analysis of specific intervention strategies where appropriate.

The review will focus on programs and studies that may shed light on new or enhanced intervention strategies for California. Elements of this task will be defined in the first Work Authorization, and may include:

- The Contractor shall review program evaluation reports and conduct interviews with program managers and evaluators (sponsors or managers of energy efficiency programs) for programs that encouraged energy efficiency improvements during trigger events to identify successful approaches and determine the reasons why other approaches did not achieve program goals. The number of interviews will be identified by Work Authorization. Some examples of relevant California programs include:
 - Southern California Edison's Residential Audit Programs
 - 2002 statewide retrofit programs
 - Single Family Rebate Program
 - Residential Mail and On-line audits
 - Non Residential Audits
 - Multi-family Rebate Program
 - Express Efficiency Program
 - Nonresidential Standard Performance Contract Program
 - Local government energy conservation ordinances
 - The Market Effects Study of the 2000 Time of Sale and Energy Efficient Mortgage Program
 - Programs promoting CHEERS and other rating systems and energy efficient mortgages
 - Unique and creative retrofit financing programs
 - California's Home Performance with Energy Star program
 - Food Service Technology Center
- The Contractor shall review program efforts from other states (and countries, if appropriate) such as:
 - Louisiana Energy Efficiency Mortgage Program and revolving loan fund
 - Colorado Housing Finance Agency requirement for home energy ratings and energy efficiency improvements at time of sale
 - Related programs in Alaska and Vermont
 - New York's Home Performance with Energy Star Program.

Additional programs can be found in ACEEE's *America's Best: Profiles of America's Leading Energy Efficiency Programs* (<http://www.aceee.org/utility/bestpractoc.pdf>) a California Best Practices Study that should be complete by summer of 2004.

- The Contractor shall review market studies from California and other states to identify information, data and conclusions that are relevant to this project. These include, but are not limited to:
 - California's Secret Energy Surplus

Section IV – Scope of Work

- Nonresidential Remodeling and Renovation Study
 - Database for Energy Efficiency Resources (DEER)
 - the California market share tracking studies
 - the 2000 Market Effects Study of the Time of Sale or Energy Efficient Mortgage Program
 - California Residential Remodeling and Renovation Market Study
 - California Statewide Retrofit Potential Studies.
- The Contractor shall identify and incorporate key findings from behavioral science studies regarding customer level of concern, capacity to act, the conditions/constraints surrounding the action, and other factors.
- The Contractor shall synthesize conclusions from these sources and other relevant past studies. Other studies can be found at the California Measurement Advisory Committee website: www.calmac.org. The Contractor shall prepare a Synthesis Report for the Commission Contract Manager approval. The Synthesis Report shall at a minimum contain the following items for each trigger event:
 1. Description of the barriers to increased adoption of energy efficiency measures
 2. Customer attitudes and other behavioral findings that influence adoption of energy efficiency measures.
 3. Description of the characteristics of successful interventions that have been tried in California or have yet to be tried in California including a discussion of how these interventions reduced barriers to the increased adoption of energy efficiency measures
 4. Description of the characteristics of unsuccessful interventions that have been tried in California and elsewhere including a discussion of why these interventions were not successful in reducing barriers to increased adoption of energy efficiency measures
 5. Tables showing the annual adoption rates of energy efficiency measures in California and the associated energy savings for existing programs.
 6. Tables comparing the gap between the energy efficiency potential and the energy efficiency achieved with the existing programs.
 7. Recommendations as to where the greatest need exists for new approaches in improving the energy efficiency of existing buildings
 8. Development of a preliminary list of voluntary market based strategies based on the review of program strategies and relevant research.

Task 2 – Identify a Preliminary List of Interventions and Develop a Study Plan

The Contractor will develop a preliminary list of interventions and submit the list to the Commission Contract Manager. The Contractor will develop the list using the results of Task 1, the report *Energy Savings Opportunities for Existing Buildings*, and input from the Project Advisory Committee and the AB 549 working groups (AB 549 working groups are stakeholder groups convened by the Energy Commission who identify opportunities and strategies for key areas such as use of advanced controls and energy ratings), the Contractor will develop a preliminary list of interventions and submit the list to the Commission Contract Manager for discussion and approval, and review by the Project Advisory Committee. Interventions should integrate market-based initiatives with new regulatory mechanisms, and may include:

- Interventions that are appropriate for voluntary implementation mechanisms at each trigger event.

Section IV – Scope of Work

- Market-based alternatives to the regulatory approaches proposed in the Codes and Standards Enhancement Committee (CASE) study for comparison.
- Additional regulatory interventions aimed at removing barriers or facilitating market transactions that could improve the success of other efforts (such requirements would not mandate efficiency improvements directly).
- Opportunities to enhance demand responsive control capabilities for each trigger event and building type.

Using the preliminary list of interventions approved by the Commission Contract Manager, the Contractor shall develop a study plan. Elements of the study plan shall be outlined in a work authorization, which may include:

- For each intervention identify any critical gaps in knowledge that require new research.
- Develop a detailed study plan to satisfy the research requirements outlined in the work authorization for this task for each intervention (examples of possible research requirements are listed under Task 3).
- Submit the study plan to the Commission Contract Manager for approval and for review by the Project Advisory Committee.

Task 3 – Implement Study Plan and Develop Final List of Interventions.

Contractor shall implement the approved study plan. The implementation of the study plan shall result in a final prioritized list of the most promising interventions. The tasks required of the contractor will depend on the results of Task 1 and Task 2, approval by the Commission Contract Manager, and review by the Project Advisory Committee. Possible tasks may include but are not limited to:

- Investigate the degree to which behavioral science issues are impacting the adoption of efficiency measures for each intervention on the preliminary list. Appropriate research methods may include open-ended interviews, surveys, focus groups, or other instruments.
- Estimate statewide electricity, natural gas and peak electricity savings potential for each intervention.
- Determine the cost-effectiveness of proposed strategies and identify factors that may inhibit their success.
- Identify changes in state policy and law necessary to support and enable recommended delivery strategies.
- Develop criteria for evaluating alternative approaches and rank the most promising strategies.
- Develop and recommend a balanced and complementary portfolio of the most attractive regulatory and market-based approaches for energy efficiency and demand responsive capability for each building type at appropriate trigger events based on likelihood of success and energy savings potential. It is anticipated that the final list will consist of the top five to ten of the intervention strategies examined.

Task 4 - Participate in Public Hearings, Workshops, and Working Groups

The Contractor shall participate in a series of public workshops and hearings hosted by the Energy Commission. The Contractor shall participate and assist with planning discussion topics in working groups facilitated by the Energy Commission.

Section IV – Scope of Work

Task 5 – Progress Reports

The Contractor shall submit quarterly progress reports to the Energy Commission in a format to be determined by the Commission Contract Manager which describe:

- Quarterly progress in each task
- The degree of completion for each task
- Current and cumulative budget expenditure by task
- Cumulative contract expenditures
- Variance from planned expenditure schedule
- Status of deliverables
- Problems, and other information requested by the Commission Contract Manager

Task 6 –Final Report

The Contractor shall prepare a draft final report containing recommendations and supporting documentation and submit the report to the Commission Contract Manager for public comment and review by the Project Advisory Committee. The Contractor will then prepare a final report in a format to be determined by the Commission Contract Manager that incorporates comments from the Project Advisory Committee and the public and submit it to the Commission Contract Manager for approval.

Section V - Hypothetical Question

Hypothetical Instructions

Bidder's response to the following Hypothetical Question shall be attached as a separate appendix to your SOQ.

Suppose you are assigned the task of prioritizing the combinations of building types and trigger events marked with an "X" in the table below, based on statewide energy and peak demand savings potential that remains to be captured at these trigger events.

- a) What type of information would you collect?
- b) What steps would you follow to analyze and prioritize these options?

Note: An actual analysis is not required in this response, just a description of your approach to the scenario and direct answers to (a) and (b) above.

	Time of Sale	Rent or lease	Equipment Replacement *	Renovation**
Single family houses	X	X	X	X
Multi-family buildings	X	X	X	X
Small and large commercial office	X	X	X	X
Small and large retail	X	X	X	X
Restaurants	X		X	X
Hotels and motels			X	X
Schools and colleges			X	X
Hospitals			X	X
Food stores	X		X	X

* Replacement of individual equipment, building components or systems at the end of their useful life, short of a renovation of the building space. (e.g. package air conditioning units, appliances, windows, roofing materials)

** Modifications to the characteristics of the building itself including, but not limited to, windows insulation, roof replacements and other modifications to the building shell.

Section VI - Qualifications Evaluation

What Are The Evaluation Stages?

To analyze all SOQs, the Energy Commission will organize an Evaluation Committee whose members have expertise in the evaluation of SOQ's. The Evaluation Committee will analyze the SOQs in three stages.

Stage One: Fulfillment of RFQ Mandatory Format

The Contracts Office will first identify those Bidders whose SOQs adhere to the mandatory format outlined in this RFQ.; Bidders who do not follow the mandatory format may be eliminated from the competition.

Stage Two: Evaluation of Qualifications

The Evaluation Committee will then review and score all remaining SOQs based on the Evaluation Criteria in Section VII. The preliminary final score for each SOQ reflects the average of the combined scores of all Evaluation Committee members.

Stage Three: Interviews

The Evaluation Committee will schedule interviews. The Evaluation Committee will interview a minimum of the three Bidders with the top scores. The Evaluation Committee may use patterned questions to conduct Bidder interviews. The Evaluation Committee may provide the Bidders to be interviewed with a copy of the questions they must address and a format for the structured interviews. Bidder responses to the questions will be scored based on the criteria in Section VII. Upon completion of the interviews, the Evaluation Committee may make adjustments to the preliminary final scores and re-rank the interviewed Bidders.

The Evaluation Committee may reject all Bidders and SOQs if none are considered in the best interest of the Commission.

Section VII - Evaluation Criteria

How Will My Statement of Qualifications Be Scored?

The Evaluation Committee will award points for the technical criteria based on the following considerations.

Point Scale

Fail	0-1 Points	<ul style="list-style-type: none"> ✓ The response is not in substantial accord with the RFQ requirements. ✓ Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of the product and/or service. ✓ Provides an advantage to one competitor over the other competitors. For example, not paying minimum wages.
Minimally Acceptable	2-4 Points	<ul style="list-style-type: none"> ✓ The response states a requirement, but offers no explanation of how or what will be accomplished. ✓ Response does not completely respond to the criteria. Information presented does not provide a good understanding of Bidder's intent, does not give detailed information requested by the RFQ, or does not adequately support the proposal. ✓ The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.
Meets Minimum Requirements	5-6 Points	<ul style="list-style-type: none"> ✓ Satisfies the minimum requirements and describes generally how and/or what will be accomplished. ✓ Provides an average understanding of the Bidder's response to the RFQ.
Exceeds Minimum Requirements	7-8 Points	<ul style="list-style-type: none"> ✓ Response satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e. diagrams, charts, graphs, etc.). ✓ A response which gives a clear and detailed understanding of the Bidder's intent. Response presents a persuasive argument supporting the SOQ.
Exceptional	9-10 Points	<ul style="list-style-type: none"> ✓ Exceeds the minimum requirements and specifically describes how and/or what will be accomplished in a superior manner, both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.). ✓ Outstanding response with clear, detailed and relevant information exceeding the information requested. Response presents a compelling argument supporting the SOQ.

Section VII – Evaluation Criteria

How Will the SOQs Be Ranked?

After each SOQ is scored, it will be placed on a list, in rank order, with the highest scoring SOQ placed first and the remainder in descending order based on score.

What Are The Negotiation Rules?

The Commission will initiate cost negotiations with the first ranked Bidder(s) as determined above. If negotiations fail with a Bidder and the Commission needs to initiate negotiations with a subsequent Bidder, the following rules will be applied to select the subsequent Bidder(s):

- The Bidder's name that failed in negotiations will be taken off the respective ranking list.
- The Commission will then initiate negotiations with the next highest Bidder.

Evaluation of the SOQ – Criteria

1. Approach to Tasks in Scope of Work (Maximum points 40)			
(a). General Approach	Weight	Max. Points	Point Total
Response to Approach to Scope of Work: <ul style="list-style-type: none"> ✓ Clarity and succinctness of SOQ (addresses all of the tasks defined in the Scope of Work). ✓ Demonstrated understanding of Scope of Work tasks. ✓ Innovative approaches to work and tasks 	1.0	10	10
(b). Task 1 – Conduct Research	Weight	Max. Points	Point Total
Relevance and quality of approach and demonstrated: <ul style="list-style-type: none"> ✓ Familiarity with existing body of relevant literature ✓ Experience in summarizing relevant research from numerous studies ✓ Familiarity with existing and past programs targeting energy efficiency in existing buildings ✓ Knowledge and understanding of market actors, building characteristics, and impediments to adoption of energy efficiency improvements in various building types ✓ Knowledge of and experience in behavioral science research methods ✓ Knowledge of the application of building science principles and diagnostic tools to study building performance 	0.8	10	8
(c). Task 2 – Develop Study Plan	Weight	Max. Points	Point Total
Relevance and quality of approach and demonstrated: <ul style="list-style-type: none"> ✓ Knowledge and experience in developing and preparing a study plan ✓ Description of proposed methodology that will be used to develop study plan 	0.8	10	8
(d). Task 3 – Implement Plan	Weight	Max. Points	Point Total
Relevance and quality of approach and demonstrated: <ul style="list-style-type: none"> ✓ Experience in conducting market assessments and program evaluations ✓ Experience in performing behavioral research ✓ Experience in developing comprehensive program recommendations 	0.8	10	8

Section VII – Evaluation Criteria

(e). Task 4 – Participate in Public Forums	Weight	Max. Points	Point Total
Relevance and quality of approach and demonstrated: <ul style="list-style-type: none"> ✓ Experience in presenting to large groups ✓ Experience in incorporating diverse sets of opinions in reports and recommendations ✓ Experience in finding common ground from diverse sets of viewpoints ✓ Experience in developing comprehensive program recommendations 	0.6	10	6
2. GENERAL BIDDER QUALIFICATIONS <i>(Maximum points 10)</i>			
<ul style="list-style-type: none"> ✓ Content and clarity of SOQ response ✓ Team organization and depth ✓ If more than one firm on team, history of successful working relationship ✓ Appropriate use of staff classifications ✓ Availability of appropriate analytical tools 	1.0	10	10
3. PERSONNEL RELEVANT EXPERIENCE AND QUALIFICATIONS <i>(Maximum points 20)</i>	Weight	Max. Points	Point Total
<p>The experience and qualifications of the team members working in the following area(s) of expertise:</p> <ul style="list-style-type: none"> ✓ Engineering and project design of energy efficiency improvements in residential buildings ✓ Engineering and project design of energy efficiency improvements in non-residential buildings ✓ Building science ✓ Building simulations/modeling ✓ Economics of energy efficiency projects ✓ Behavioral/social science ✓ Market research and assessment for energy efficiency initiatives ✓ Survey techniques, including open-ended interviews, focus groups, and other survey instruments ✓ Familiarity with utility energy efficiency programs ✓ Knowledge of existing Building Energy Efficiency Standards (Title 24) and familiarity with adopted standards that take effect in 2005 ✓ Knowledge of existing Appliance Energy Efficiency Standards (Title 20) and familiarity with current Title 20 proceedings <p>This area will be scored based on:</p> <ul style="list-style-type: none"> ✓ Qualifications of assigned personnel ✓ Availability of assigned personnel ✓ Education of assigned personnel ✓ Demonstrated experience of assigned personnel on Scope of Work task areas or similar projects ✓ Sufficient depth and breadth of staff to perform tasks described in the Scope of Work ✓ Mix of expertise as is appropriate for expected tasks 	2.0	10	20

Section VII – Evaluation Criteria

4. REFERENCES <i>(maximum points 10)</i>	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Relevance of references to this RFQ and the Scope of Work task areas ✓ Validation of experience and performance as reflected in client reference questions 	1.0	10	10
5. EXAMPLES OF PRIOR WORK <i>(maximum points 10)</i>	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Depth and quality of work examples ✓ Relevance to Scope of Work in this RFQ 	1.0	10	10
6. RESPONSE TO HYPOTHETICAL QUESTION <i>(maximum points 10)</i>	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Appropriateness of response to question ✓ Clarity and succinctness of response ✓ Demonstrated knowledge of the issues raised in the question 	1.0	10	10
Evaluation of Written Proposal <i>(Maximum Points)</i>			100
Evaluators Subtotal			
Evaluation of Oral Interview <i>(Maximum Points)</i> <i>(Interview evaluation for top ranked Bidders only)</i>			20
OVERALL TOTAL SCORE			120

Section VII – Evaluation Criteria

Evaluation of Oral Interview

Criteria

1. Representation of Team (maximum points 5)	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Presentation included significant members of the team ✓ Extent to which the team demonstrated appropriate knowledge, expertise and ability to complete their project responsibilities 	0.5	10	5
2. Interview Questions (maximum points 10)	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Quality of responses to interview questions ✓ Clarity and succinctness of responses 	1.0	10	10
3. Quality of Presentation (maximum points 5)	Weight	Max. Points	Point Total
<ul style="list-style-type: none"> ✓ Bidder's overall preparedness for the interview. Clarity and succinctness of presentation 	0.5	10	5
Maximum Points			20
Evaluator's Total Points			

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Exhibits

- A Work Authorization Format Sample

Attachments

- 1 Contractor Status Form
- 2 Disabled Veteran Business Enterprise Instructions
- 3 Contractor Certification Clauses
- 4 Customer References
- 5 Standard Agreement (Std. 213) with General Terms and Conditions
 - 1. Scope of Work
 - 2. Budget
 - 3. Department of General Services General Terms and Conditions
 - 4. Special Terms and Conditions
 - 5. Additional Provisions
 - 6. Agreement Representatives

Exhibit A - Work Authorization Format Sample

PROGRAM NAME

Work Authorization No.:	1
Project Title:	XXXXXXXXXXXXXX
Program Area:	Task 1: (Title Task 1)
Contractor:	XXXXXXXXXXXXXXXXXXXX
Subcontractor:	XXXXXXXXXXXXXXXXXXXX
Agreement No.:	XXXXXXXXXXXXXXXXXXXX
Commission Contract Manager:	XXXXXXXXXXXXXXXXXXXX
Commission Project Manager:	XXXXXXXXXXXXXXXXXXXX
Effective Date:	XXXXXXXXXXXXXXXXXXXX
Amount Not to Exceed:	XXXXXXXXXXXXXXXXXXXX

Exhibit A - Work Authorization Format Sample

WORK AUTHORIZATION NO. 1

Under the provisions of the agreement, Contractor and XXXXXXXXXXXX (subcontractor), are authorized to proceed with the work outlined below.

A. BACKGROUND OR PURPOSE

B. SCOPE OF WORK

Task 1:

Task 2:

C. SCHEDULE OF DELIVERABLES

D. PAYMENT

Payment will be made upon receipt of a product deliverable submitted to and approved by the Commission Contract Manager. A request for payment must include an itemized invoice with cost backup and travel receipts attached. Ten percent of the amount invoiced will be withheld until the end of the Agreement term.

E. BUDGET

See attached budget estimate for identification of services.

Approval:

XXXXXXXXXXXX, Contract Manager
California Energy Commission

Date

XXXXXXXXXXXX, Project Manager
California Energy Commission

Date

XXXXXXXXXX, Contract Manager
Company XYZ
O:pp 3-15-04

Date

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Rev 3/03

Contractor's Name _____
Address _____

County _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:

☐ Individual (Sole Proprietor) ☐ Limited Partnership ☐ General Partnership
☐ Corporation ☐ Limited Liability Corporation ☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor: _____

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership: _____

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Agent for service of process and address if different from above: _____

LIMITED LIABILITY COMPANY

If a Limited Liability Company, date LLC was authorized by the Secretary of State: _____

Name(s) of manager(s) _____

Agent for service of process and address if different from above: _____

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES – Attach approval letter from Office of Small and Minority Business.
☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

OTHER

Explain: _____

NOTE: This form must be completed or your proposal may be rejected.

ATTACHMENT 2

California Disabled Veteran Business Enterprise Program Requirements (REV. 9-15-03)

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation
PRONET Database: <http://www.pro-net.sba.gov>

FOR:

**Service-Disabled Veteran-owned businesses
in California**

(Remember to verify each DVBE's California
certification.)

Local Organizations (see the DVBE Resource Packet available
from DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605
Website: <http://www.pd.dgs.ca.gov/smbus>
24-hour automated information
& document requests: (916) 322-5060
Receptionist: (916) 375-4940
Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605
Voice, 8 am—5 pm: (800) 559-5529
Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: ***555/555-5555***; fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
	OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier
		<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:					
	Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier	
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:					

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
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Describe Result

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	<input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i>
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Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**http://www.pd.dgs.ca.gov/smbus** - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
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Describe Result

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
-------------	-------------------	--------------	--

Describe Result

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	
Trade Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name
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DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
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Street Address, City, State and Zip Code

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

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Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

--

Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

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Date Contacted / /	DVBE Company Name
-----------------------	-------------------

DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
-------------------	-------------------------	-------------------	-----------------------

Street Address, City, State and Zip Code

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

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ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 14 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

ATTACHMENT 2

California Disabled Veteran Business Enterprise Program Requirements (REV. 9-15-03)

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation
PRONET Database: <http://www.pro-net.sba.gov>

FOR:

**Service-Disabled Veteran-owned businesses
in California**

(Remember to verify each DVBE's California
certification.)

Local Organizations (see the DVBE Resource Packet available
from DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605
Website: <http://www.pd.dgs.ca.gov/smbus>
24-hour automated information
& document requests: (916) 322-5060
Receptionist: (916) 375-4940
Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605
Voice, 8 am—5 pm: (800) 559-5529
Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: ***555/555-5555***; fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
	DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
	Street Address, City, State and Zip Code			
	OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services: Specific Goods and/or Services Estimated \$ and/or % \$ / % Tier		
		<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons: 		
	Date Contacted / /	DVBE Company Name		
	DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
	Street Address, City, State and Zip Code			
	OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services: Specific Goods and/or Services Estimated \$ and/or % \$ / % Tier		
<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons: 				

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
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Describe Result

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	<input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i>
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Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**http://www.pd.dgs.ca.gov/smbus** - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
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Describe Result

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
-------------	-------------------	--------------	--

Describe Result

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes , I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No , I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 14 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

CONTRACTOR CERTIFICATION CLAUSES
Std CCC (3-04)

ATTACHMENT 3

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made

CONTRACTOR CERTIFICATION CLAUSES

Std CCC (3-04)

false certification, or violated the certification by failing to carry out the requirements as noted above.
(GC 8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. **UNION ORGANIZING:** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. **SWEATFREE CODE OF CONDUCT:**

a. For all contracts, Contractor hereby certifies that it will comply with the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and with all other requirements of Public Contract Code 6108.

b. Contractor hereby certifies that no apparel, garments or corresponding accessories or equipment, material and supplies to be laundered, furnished or produced in whole or in part pursuant to this contract, are the result of sweatshop labor, forced labor or convict labor per Public Contract Code Section 6108.

8. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

CONTRACTOR CERTIFICATION CLAUSES

Std CCC (3-04)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CONTRACTOR CERTIFICATION CLAUSES

Std CCC (3-04)

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other government entity.

Attachment 4

CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 3 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

ATTACHMENT 5

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

400-

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

CONTRACTOR'S NAME

2. The term of this Agreement is: to be completed by Commission

3. The maximum amount of this Agreement is: \$ to be completed by Commission

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment

Page(s)

* Exhibit C – General Terms and Conditions

GTC-304

Number

(Dated)

Exhibit D – Special Terms and Conditions

Page(s)

Exhibit E – Additional Provisions

Page(s)

Exhibit F – Contact Persons

Page

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

**CALIFORNIA
Department of General
Services
Use Only**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Raedel, Contracts Office Manager

ADDRESS

1516 9th Street, Sacramento, CA 95814

☐ Exempt per

ATTACHMENT 5

SCOPE OF WORK

PURPOSE

Contractor agrees to provide to the State Energy Resources Conservation and Development Commission (Energy Commission) the services as described herein:

Primary Tasks

The work expected under this contract is divided into six main tasks:

Tasks	Description of Task
1	Review and summarize relevant research and program results
2	Identify and obtain agreement on a preliminary list of the most promising interventions and develop study plans for the most promising interventions
3	Implement the study plan and Develop Final List of most promising interventions
4	Participate in workshops and working groups
5	Prepare progress reports
6	Prepare a final report

All work will be assigned via individual detailed work authorizations during the course of the contract. The structure and content of later tasks will depend on the results of earlier tasks.

NOTE: Some Tasks include review by a Project Advisory Committee comprised of members of the California Measurement Advisory Council (CALMAC) including representatives from the investor owned utilities, the California Public Utilities Commission and the Energy Commission. Review may also include approval by the Project Advisory Committee in addition to approval by the Commission Contract Manager. Work Authorizations issued by the Energy Commission will detail the specific involvement of the Project Advisory Committee.

Task 1 – Review and Summarize Relevant Program Results and Research

The Contractor shall examine existing and recent energy efficiency programs in California and other states that target the trigger events identified in the report *Energy Savings Opportunities for Existing Buildings, an AB 549 Final Project Report March 1, 2004* for certain building types to identify key lessons learned, program barriers, program gaps, and promising program strategies. Building types examined may include:

- Single family homes
- Multi-family buildings
- Small and large commercial office
- Small and large retail
- Quick serve and Non-quick serve restaurants
- Hotels and motels
- Schools and colleges
- Hospitals
- Food stores

These building types may be grouped for analysis of specific intervention strategies where appropriate.

The review will focus on programs and studies that may shed light on new or enhanced intervention strategies for California. Elements of this task will be defined in the first Work Authorization, and may include:

- The Contractor shall review program evaluation reports and conduct interviews with program managers and evaluators (sponsors or managers of energy efficiency programs) for programs that encouraged energy efficiency improvements during trigger events to identify successful approaches and determine the reasons

ATTACHMENT 5

why other approaches did not achieve program goals. The number of interviews will be identified by Work Authorization. Some examples of relevant California programs include:

- Southern California Edison's Residential Audit Programs
 - 2002 statewide retrofit programs
 - Single Family Rebate Program
 - Residential Mail and On-line audits
 - Non Residential Audits
 - Multi-family Rebate Program
 - Express Efficiency Program
 - Nonresidential Standard Performance Contract Program
 - Local government energy conservation ordinances
 - The Market effects Study of the 2000 Time of sale and Energy efficient Mortgage Program
 - Programs promoting CHEERS and other rating systems and energy efficient mortgages
 - Unique and creative retrofit financing programs
 - California's Home Performance with Energy Star program
- The Contractor shall also review program efforts from other states (and countries, if appropriate) such as:
 - Louisiana Energy Efficiency Mortgage Program and revolving loan fund
 - Colorado Housing Finance Agency requirement for home energy ratings and energy efficiency improvements at time of sale
 - Related programs in Alaska and Vermont
 - New York's Home Performance with Energy Star Program.

Additional programs can be found in ACEEE's *America's Best: Profiles of America's Leading Energy Efficiency Programs* (<http://www.aceee.org/utility/bestpractoc.pdf>) a California Best Practices Study that should be complete by summer of 2004.

- The Contractor shall review market studies from California and other states to identify information, data and conclusions that are relevant to this project. These include, but are not limited to:
 - California's Secret Energy Surplus
 - Nonresidential Remodeling and Renovation Study
 - Database for Energy Efficiency Resources (DEER)
 - the California market share tracking studies
 - the 2000 Market Effects Study of the Time of Sale or Energy Efficient Mortgage Program
 - California Residential Remodeling and Renovation Market Study
 - California Statewide Retrofit Potential Studies.
- The Contractor shall identify and incorporate key findings from behavioral science studies regarding customer level of concern, capacity to act, the conditions/constraints surrounding the action, and other factors.
- The Contractor shall synthesize conclusions from these sources and other relevant past studies. Other studies can be found at the California Measurement Advisory Committee: www.calmac.org. The Contractor shall prepare a Synthesis Report for the Commission Contract Manager approval. The Synthesis Report shall at a minimum contain the following items for each trigger event:
 1. Description of the barriers to increased adoption of energy efficiency measures
 2. Customer attitudes and other behavioral findings that influence adoption of energy efficiency measures.
 3. Description of the characteristics of successful interventions that have been tried in California or have yet to be tried in California including a discussion of how these interventions reduced barriers to the increased adoption of energy efficiency measures
 4. Description of the characteristics of unsuccessful interventions that have been tried in California and elsewhere including a discussion of why these interventions were not successful in reducing barriers to increased adoption of energy efficiency measures

ATTACHMENT 5

5. Tables showing the annual adoption rates of energy efficiency measures in California and the associated energy savings for existing programs.
6. Tables comparing the gap between the energy efficiency potential and the energy efficiency achieved with the existing programs.
7. Recommendations as to where the greatest need exists for new approaches in improving energy efficiency of existing buildings
8. Development of a preliminary list of voluntary market based strategies based on the review of program strategies and relevant research.

Task 2 – Identify a Preliminary List of most promising candidates and Develop Study Plan

Using the results of Task 1, the report *Energy Savings Opportunities for Existing Buildings*, and input from the Project Advisory Committee and the AB 549 working groups, the Contractor will develop a preliminary list of the most promising interventions and submit the list to the Commission Contract Manager for discussion and review by the Project Advisory Committee. Interventions should integrate market-based initiatives with new regulatory mechanisms, and may include:

- Interventions that are appropriate for voluntary implementation mechanisms at each trigger event.
- Market-based alternatives to the regulatory approaches proposed in the CASE study for comparison.
- Additional regulatory interventions aimed at removing barriers or facilitating market transactions that could improve the success of other efforts (such requirements would not mandate efficiency improvements directly).
- Opportunities to enhance demand responsive control capabilities for each trigger event and building type.

Using the preliminary list of interventions approved by the Commission Contract Manager, the Contractor shall develop a study plan. Elements of the study plan shall be outlined in a work authorization, which may include:

- For each intervention identify any critical gaps in knowledge that require new research.
- Develop a detailed study plan to satisfy the research requirements outlined in the work authorization for this task for each intervention (examples of possible research requirements are listed under Task 3).
- Submit the study plan to the Commission Contract Manager for review by the Project Advisory Committee.

Task 3 – Implement Study Plan and Develop Final List of most promising candidates.

Contractor shall implement the approved study plan. The implementation of the study plan shall result in a final prioritized list of the most promising interventions. While the actual tasks required of the contractor will depend on the results of Task 1 and Task 2 and approval by the Commission Contract Manager, possible tasks may include but not be limited to:

- Investigate the degree to which behavioral science issues are impacting the adoption of efficiency measures for each intervention on the preliminary list. Appropriate research methods may include open-ended interviews, surveys, focus groups, or other instruments.
- Estimate statewide electricity, natural gas and peak electricity savings potential for each intervention.
- Determine the cost-effectiveness of proposed strategies and identify factors that may inhibit their success.
- Identify changes in state policy and law necessary to support and enable recommended delivery strategies.
- Develop criteria for evaluating alternative approaches and rank the most promising strategies.
- Develop and recommend a balanced and complementary portfolio of the most attractive regulatory and market-based approaches for energy efficiency and demand responsive capability for each building type at appropriate trigger events based on likelihood of success and energy savings potential. It is anticipated that the final list will consist of the top five to ten of the intervention strategies examined.

Task 4 - Participate in Public Hearings, Workshops and Working Groups

The Contractor shall participate in a series of public workshops and hearings hosted by the Energy Commission. The Contractor shall participate and assist with planning discussion topics in working groups facilitated by the Energy Commission

ATTACHMENT 5

Task 5 – Progress Reports

The Contractor shall submit quarterly progress reports to the Commission Contract Manager which describe:

- Quarterly progress in each task
- The degree of completion for each task
- Current and cumulative budget expenditure by task
- Cumulative contract expenditures
- Variance from planned expenditure schedule
- Status of deliverables
- Problems, and other information requested by the Commission Contract Manager

Task 6 – Prepare Final Report

The Contractor shall prepare a draft final report containing recommendations and supporting documentation and submit the report to the Commission Contract Manager for public comment and review by the Project Advisory Committee. The Contractor will then prepare a final report that incorporates comments from the Project Advisory Committee and the public and submit it to the Commission Contract Manager for approval.

Work Authorizations

This is a “work authorization” contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a “work authorization”. Exhibit A of this RFQ is a sample of a work authorization.

The Contract Manager will prepare and issue the written work authorizations and may set a maximum price, budget, and schedule for the work to be performed.

The Contract Manager will work, in consultation with the Contractor, to assign work to either the Contractor or a subcontractor. Work assignments will be based upon:

- Expertise required for the work.
- Avoiding potential conflicts of interest
- Availability
- Ability to reach mutually acceptable cost for work needed.
- Request of the local government, school, or other agency to use a specific Contractor based on previous work, location, etc.

Deliverables and Due Dates

All work assignments will be made through specific work authorizations and will specify the schedule of deliverables. The Contractor will prepare and submit the following to the Contract Manager:

Quarterly Progress Report. The Contractor shall prepare a quarterly progress report which summarizes all activities conducted by the Contractor and team. This includes a summary of contract expenditures to date. The quarterly progress report is due to the Contract Manager within 15 working days after the end of the month following the end of the quarter. The Contract Manager will specify the report format and the number of copies to be submitted.

Invoice. The Contractor will prepare a monthly invoice for all contract expenses performed for assigned work authorizations. An advance copy of the invoice shall be sent to the Contract Manager to insure that all records are included and the invoice is for authorized work. The official invoice is to be submitted to the Commission’s Accounting Office. The Contract Manager will specify the invoice format.

Feasibility Studies/Energy Audits/Other Deliverables. The Contract Manager will specify the number of required copies. Hardcopy and/or electronic copy on CD/disk may be requested. These copies are due to the Contract Manager according to the work authorization schedule. Draft reports are typically due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports as specified in the work authorization.

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Special Projects. Deliverables due according to the work authorization schedule.

Program Meetings and Briefings. At the request of the Contract Manager, the Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission's staff or others. The cost of meetings with public agencies will be included in each work authorization. The cost of meetings requested specifically by the Contractor will be borne solely by the Contractor. The Commission expects to hold no more than one (1) program briefing meeting per quarter.

Draft and Final Contract Report and Abstract. A draft Final Report is due three months prior to the end of the contract. The Final Report is due no later than fifteen days prior to the end of the contract. The Final Report shall include an analysis of:

- The work accomplishments of the Contract.
- The effectiveness of the Contract in meeting the objectives of the program
- Future activities recommended to increase the effectiveness of the program and this contract

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Budget Detail and Payment Provision

The following clauses may or may not be included; the Commission will revise as necessary when developing this Exhibit for the Agreement.

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.
4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Commission and released to Contractor only upon the Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Commission.

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5. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☐ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$ _____ or _____ % of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other (Explain) (i.e. lump sum/deliverable)*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by either this Agreement or subsequent Work Authorizations.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Commission no later than 60 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.

7. **BUDGET DETAIL**

The Commission will insert the budget detail during the development of the Agreement.

ATTACHMENT 5

GENERAL TERMS AND CONDITIONS

GTC 304

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of

ATTACHMENT 5

Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

a. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

b. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

ATTACHMENT 5

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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Special Terms and Conditions

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Commission reserves the right to approve any substitution of the Project Manager.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Commission personnel for the performance of services, which are the responsibility of Contractor unless the Commission Contract Manager previously agrees to such utilization in writing, and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:** Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task; the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

ATTACHMENT 5

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Commission staff, and submitting completed products to the Commission Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Commission Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1). A competitive bid process conducted in conformance with the State's and the Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Commission Contract Manager and Contract Officer prior to release of the bid document. 2). The Commission may direct Contractor to sole source a subcontract with a specific firm, once the Commission Contract Manager has obtained sole source approval via Commission internal procedures. The Commission Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.
- 2) The Commission Contract manager shall complete and submit to the Commission Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Commission Contract Manager shall be notified immediately.

4. **PERFORMANCE EVALUATION:**

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The Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

5. REPORTS:

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepared a comprehensive Final Report, on a schedule as provided in Exhibit A.
- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:
California Energy Commission
Project Title
Contractor Number
By (Contractor)
- C. **Ownership:** Each report shall become the property of the Commission.
- D. **Non-Disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Commission Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.

E. Confidentiality

No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer.

Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.

- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

“LEGAL NOTICE”

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report;

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nor does any party represent that the use of this information will not infringe upon privately owned rights."

6. CONTRACT DATA, OWNERSHIP RIGHTS:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

6. RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART

The Contractor, by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

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Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

7. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.
8. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Commission of the decision at a Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later than six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

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The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

9. **TERMINATION:**

The parties agree that because the Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Commission under the terms set forth below is an essential term of the Agreement, without which the Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Commission, the Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

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10. **WAIVER:** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.
11. **CAPTIONS:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.
12. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:** In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.
13. **NOTICE:** Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement. Delivery by fax or e-mail is not considered notice for the purpose of this Agreement.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

14. **STOP WORK:** The Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.
 - A. **Compliance:** Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
 - B. **Equitable Adjustment:** An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
 - C. **Revoking a Stop Work Order:** Contractor shall resume the stopped work only upon receipt of written instructions from the Commission Contract Officer canceling the stop work order.
16. **INTERPRETATION OF TERMS**

Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A (Scope of Work) and Exhibit E (Additional Provisions).

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Additional Provisions

The following clauses may or may not be included in the agreement. The Commission will determine which of the following clauses apply to the specific scope of work or if an additional clause or term is needed when developing this Exhibit.

1. **CONFIDENTIALITY:**

A. Designation of Confidentiality

The Contractor has not identified any confidential items to be delivered under this Agreement.

The Executive Director makes the determination regarding a designation of confidentiality pursuant to 20 CCR 2505. In the event there is a disagreement regarding the confidential designation, Contractor may appeal the Executive Director's determination to the full Commission.

B. Public and Confidential Deliverables: Identifying and Submitting Confidential Information

All public deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information unless the confidential information is specifically identified in Exhibit E, Attachment 1 or has been designated as confidential pursuant to 20 CCR 2505. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contract's Office. All confidential information submitted by the Contractor shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Commission Contract Officer. (Non-confidential deliverables are submitted to the Contract Manager.) All confidential information will be contained in the "confidential" volume, no confidential information will be in the "public" volume. Only those items specifically listed in Exhibit E, Attachment 1 or in a subsequent determination of confidentiality pursuant to 20 CCR 2505 qualify as confidential deliverables.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as deliverables that the Contractor considers to be protectable as confidential information. In this case, Contractor shall follow the procedures for designation of confidential information in 20 CCR 2505 including: an application for confidentiality in subdivision (a)(1-4); the automatic designation of confidentiality in subdivision (a)(5); or information submitted under a contract in subdivision (c)(2)(B). The Commission Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to this Agreement.

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D. Disclosure of Confidential Information

Disclosure of confidential information by the Commission may be made only pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Invitation for Bid or Request for Qualifications number _____, titled _____, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.

3. **WORK AUTHORIZATION PROCESS:** The Commission Contract Manager shall prepare a Work Authorization (WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Commission Contract Manager shall file all signed WA with the Commission Contracts Office. Each WA shall detail the following:

1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
 2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:

If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:

- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
 - 2) Augment the dollar amount of the WA via an amendment; or
 - 3) Authorize the Contractor to complete the work for the actual costs; or
 - 4) Terminate the WA.
- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant as directed by the Commission's Contract Manager in consultation with the Commission's Chief Counsel's Office to file a statement.

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- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- D. Bidding Activities:
- 1) Contractor and each subcontractor shall agree not to bid as an independent consultant on any of the following:
 - a) An RFP or project on which Contractor or any subcontractor has provided assistance under this Contract.
 - b) Every related RFP or subject that currently receives assistance or receives assistance during this Contract or intends to apply for such assistance under any of the above programs and makes that fact known to Contractor or Contractor team members.
 - 2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

 - a) Any project seeking assistance under the programs listed above for which Contractor has become an independent consultant in a situation not covered by clause D.1; or,
 - b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, it has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under any of the above programs.
 - 3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Commission Contract Manager, and shall furnish the Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Contract.

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NAMES AND ADDRESSES OF AGREEMENT REPRESENTATIVES

Commission Contract Manager: NAME, MS-?? California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916)??-??? Fax: (916)??-??? e-mail: ???@energy.state.ca.us	Contractor Project Manager: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Commission Contract Officer: Peg Pigeon, MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: (916) 654-7093 Fax: (916) 654-4423 e-mail: ppigeon@energy.state.ca.us Deliver confidential deliverables to this location only.	Contractor Contract Officer: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Invoices, Progress Reports and Non-Confidential Deliverables to: Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4401 Fax: 916-653-1435 e-mail: awilliams@energy.state.ca.us	
Legal Notices: Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: <u>craedel@energy.state.ca.us</u>	(contractor legal person)